

CLERK

Marilyn Kliber  
(231) 723-3331

CONTROLLER/ADMINISTRATOR

Thomas Kaminski  
(231) 398-3500

## **WAYS & MEANS COMMITTEE**

Tuesday, September 14, 2010  
9:00 A.M.

Manistee County Courthouse & Government Center  
Board of Commissioners Meeting Room

### **AGENDA**

- 1) 9:00 A.M. - Finance Report - Jeri Lyn Prielipp, Financial Assistant
- 2) 9:15 A.M. - Ford Stone, Prosecuting Attorney, will appear before the Committee to request approval of the Crime Victim Rights Funding Agreement for Fiscal Year 2011 in the amount of \$18,200. (APPENDIX A)
- 3) 9:30 A.M. - Roger Elbers, Equalization Director, will appear before the Committee to discuss a request his office received from Great Lakes Energy, requesting free GIS digital data from the County in exchange for electric line data. (APPENDIX B)
- 4) 9:45 A.M. - Mary Pitcher, Recycling Coordinator, will appear before the Committee for discussion on the recycling program. (APPENDIX C)
- 5) Miscellaneous Information/Discussion Items.
  - A) Review and consideration of authorizing an updated lease agreement for Public Health space at a value of \$18.50 per square foot. For your information, these agreements were put in place throughout the 10 County District Health Department #10 in 2003 to recognize the value of space the County provides to Public Health. The Health Department uses this information to recognize the value of space in the Health Department budget. (APPENDIX D)
  - B) FY 2010/11 budget discussion.
- 6) Other items from Committee members.
- 7) Adjournment.

[rn h:\agendas\W & M 091410]

**PROGRAM BUDGET SUMMARY**  
MICHIGAN DEPARTMENT OF COMMUNITY HEALTH

View at 100% or Larger  
Use WHOLE DOLLARS Only

(APPENDIX A-1)

<b>PROGRAM</b> Crime Victim Rights			<b>DATE PREPARED</b> 8/16/2010		<b>Page</b> 1	<b>Of</b> 2
<b>CONTRACTOR NAME</b> County of Manistee - Prosecutor's Office			<b>BUDGET PERIOD</b> From: 10/01/2010 To: 09/30/2011			
<b>MAILING ADDRESS (Number and Street)</b> 415 Third Street			<b>BUDGET AGREEMENT</b> <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT ►		<b>AMENDMENT #</b> 0	
<b>CITY</b> Manistee	<b>STATE</b> MI	<b>ZIP CODE</b> 49660	<b>FEDERAL ID NUMBER</b> 38-6005853			
<b>EXPENDITURE CATEGORY</b>						<b>TOTAL BUDGET</b>
1. SALARIES & WAGES			17279			17279
2. FRINGE BENEFITS			0			0
3. TRAVEL			0			0
4. SUPPLIES & MATERIALS			921			921
5. CONTRACTUAL (Subcontracts/Subrecipients)			0			0
6. EQUIPMENT			0			0
7. OTHER EXPENSES			0			0
8. TOTAL DIRECT EXPENDITURES (Sum of Lines 1-7)			\$18,200	\$0	\$0	\$18,200
9. INDIRECT COSTS: Rate #1 %						
INDIRECT COSTS: Rate #2 %						
10. TOTAL EXPENDITURES			\$18,200	\$0	\$0	\$18,200

**SOURCE OF FUNDS**

11. FEES & COLLECTIONS					
12. STATE AGREEMENT			18200		18200
13. LOCAL					
14. FEDERAL					
15. OTHER(S)					
			0		0
16. TOTAL FUNDING			\$18,200	\$0	\$18,200
<b>AUTHORITY:</b> P.A. 368 of 1978			The Department of Community Health is an equal opportunity employer, services and programs provider.		
<b>COMPLETION:</b> Is Voluntary, but is required as a condition of funding					

## PROGRAM BUDGET – COST DETAIL SCHEDULE

MICHIGAN DEPARTMENT OF COMMUNITY HEALTH

View at 100% or Larger  
Use WHOLE DOLLARS Only

Page 2 Of 2

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PROGRAM Crime Victim Rights		BUDGET PERIOD From: 10/01/2010 To: 9/30/2011		DATE PREPARED 8/16/2010
CONTRACTOR NAME County of Manistee - Prosecutor's Office		BUDGET AGREEMENT <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT		AMENDMENT #
1. SALARY & WAGES POSITION DESCRIPTION	COMMENTS	POSITIONS REQUIRED	TOTAL SALARY	
ROSE M. DOHER, CRIME VICTIM/WITNESS ASSISTANT		0.4	11343	
JULIE MODJESKI, EXECUTIVE SECRETARY/PARALEGAL		0.2	5936	
1. TOTAL SALARIES & WAGES:		0.6	17279	
2. FRINGE BENEFITS (Specify)				
<input type="checkbox"/> FICA <input type="checkbox"/> LIFE INS. <input type="checkbox"/> DENTAL INS. COMPOSITE RATE <input type="checkbox"/> UNEMPLOY INS. <input type="checkbox"/> VISION INS. <input type="checkbox"/> WORK COMP. AMOUNT 0.00% <input type="checkbox"/> RETIREMENT <input type="checkbox"/> HEARING INS. <input type="checkbox"/> HOSPITAL INS. <input type="checkbox"/> OTHER (specify) ____				
2. TOTAL FRINGE BENEFITS:				\$0
3. TRAVEL (Specify if category exceeds 10% of Total Expenditures)				
3 TOTAL TRAVEL:				\$0
4. SUPPLIES & MATERIALS (Specify if category exceeds 10% of Total Expenditures)				
4. TOTAL SUPPLIES & MATERIALS:				\$921
5. CONTRACTUAL (Specify Subcontracts/Subrecipients)				
Name Address Amount   				
5. TOTAL CONTRACTUAL:				\$0
6. EQUIPMENT (Specify items)				
6. TOTAL EQUIPMENT:				\$0
7. OTHER EXPENSES (Specify if category exceeds 10% of Total Expenditures)				
7. TOTAL OTHER:				\$0
8. TOTAL DIRECT EXPENDITURES (Sum of Totals 1-7)		8. TOTAL DIRECT EXPENDITURES:		\$18200
9. INDIRECT COST CALCULATIONS		Rate #1: Base \$0 X Rate 0.0000 % Total		\$ 0
		Rate #2: Base \$0 X Rate 0.0000 % Total		\$ 0
		9. TOTAL INDIRECT EXPENDITURES:		\$ 0
10. TOTAL EXPENDITURES (Sum of lines 8-9)				\$18200
AUTHORITY: P.A. 368 of 1978		The Department of Community Health is an equal opportunity employer, services and programs provider.		
COMPLETION: Is Voluntary, but is required as a condition of funding				
DCH-0386 (E) (Rev 07/10) (W) Previous Edition Obsolete. Use Additional Sheets as Needed				



**EQUALIZATION DEPARTMENT**

Manistee County Courthouse

415 Third Street • Manistee, Michigan 49660-1606 • 231-723-5957

(APPENDIX B)

Date: 9/14/10

To: Ways & Means Committee

From: Roger Elbers, Equalization

Re: Data Sharing Request

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This correspondence is in response to a letter our office received from Great lakes Energy requesting free GIS digital data. In exchange for the requested data, Great Lakes Energy would provide electric line data to Manistee County, therefore; this is a request to share data between our two organizations.

I spoke with our GIS Analyst, Chad Collins about his thoughts on sharing data. Chad indicated he is generally in favor of sharing data because it is a good way to acquire information to build additional layers of data at a low cost. Great Lakes Energy has about 500 customers in Manistee County, Chad said he would be able work with their data and that if we were able to obtain similar information from Consumers Energy and Cherryland, an electric distribution layer of information could be made for the entire county.

The information Great Lakes Energy is requesting is for the Townships of Filer, Norman and Stronach. This information is available for sale at a cost of \$100.00 per township for a total of \$300.00. It is a judgment call if the information Great Lakes Energy would provide is worth \$300.00 to the County at this stage in the development of our GIS database.

My recommendation would be to support the concept of data sharing as a way to get information to enhance our GIS. If we can form partnerships where different organizations create and maintain data and than share, it would allow us to benefit from the data that is already out there without having to recreate or maintain it ourselves. A copy of the letter from Great Lake Energy is attached for your consideration.

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Manistee County, GIS Administration Committee  
Manistee County Equalization Department  
415 Third Street  
Manistee, Michigan 49660

Dear Manistee County GIS Administrator:

Great Lakes Energy, a Michigan non-profit corporation, would like to make a formal request to the GIS Administration Committee for free GIS digital data. We would like to acquire the parcel data for the townships of Filer, West and East Stronach, and West and East Norman in Manistee County to enhance our new GIS land base.

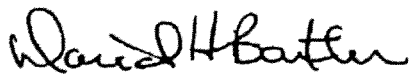
In exchange for the requested data Great Lakes Energy would provide our electric line data to Manistee County. We would provide the backbone data of our electric distribution system including substations, three phase, overhead and underground lines. We would also include overhead and underground single phase lines in Manistee County.

Great Lakes Energy would use the Manistee County parcel data for internal company use only and it would not be available to the public.

We believe that Manistee County could benefit from this exchange for many reasons. It will help with planning, 911, fire emergencies, taxes and county, townships, and school districts to name a few.

Great Lakes Energy would like to thank you for your consideration to this request.

Sincerely,



David H. Baxter  
Engineering Systems Administrator  
office 231.487.1357  
cell 231.590.7466  
fax 231.582.3139  
dbaxter@glenergy.com

**Rachel A. Nelson**

APPENDIX C

**From:** "Thomas D. Kaminski" <tdkaminski@manisteecountymi.gov>  
**To:** "Rachel Nelson" <ranelson@manisteecountymi.gov>  
**Sent:** Saturday, September 11, 2010 3:20 PM  
**Attach:** Fiscal year 2010-2011 budget.xls  
**Subject:** Fw: Revised Budget  
 Rachel:

Please make this email and its attachment, Appendix C of the Ways and Means agenda. Please print each in color.

Thanks,

Tom

Thomas D. Kaminski

Manistee County Controller/Administrator

[tdkaminski@manisteecountymi.gov](mailto:tdkaminski@manisteecountymi.gov)

----- Original Message -----

**From:** [Cyndy Fuller](#)

**To:** 'Thomas D. Kaminski'; Mary Pitcher; 'Sue Wagner'

**Sent:** Friday, September 10, 2010 4:10 PM

**Subject:** Revised Budget

Good Afternoon –

I have attached a Revised version of the budget. The original budget is on page 1 of the attached worksheet, while page 2 "Revised" is the open page. The changes are shown in **blue**.

Since the pull rate that Todd quoted was \$345.00 instead of \$395.00 I calculated the percentage of the reduction which is 12.5%. Since the total cost was estimated based on historical information, I reduced that number by 12.5% for years 2 and 3. Assuming the historical number is accurate, and volumes do not drastically increase with the same users during years 2 and 3, the numbers in blue would reflect the new reduced charge.

The first scenario assumes a \$13 annual fee while the second scenario assumes a \$12 annual fee. Even with the \$12 annual fee, there is a positive fund balance at the end of the three year period. Again, these scenarios assume no new users. With increase users there will be both increased revenue as well as expense (more pulls at same or new locations) but we would anticipate some economies of scale with the funding.

If you have any questions, please advise.



Cyndy Fuller

Executive Director

1361 US 31 South, Manistee, MI 49660

P 231-723-4325

F 231-723-3717

e-mail [cyndy@allianceforeconomicsuccess.com](mailto:cyndy@allianceforeconomicsuccess.com)

9/13/2010

### Recycling Program Budget

	Year 2	Year 3
Coordinator - Site Monitoring (10 hours per week x \$11 per hour)	\$5,720	\$5,949
Mileage for Coordinator (90 miles x 2 monitorings x .55 per mile)	\$5,200	\$5,408
Printed materials, mailings, business cards	\$250	\$260
Site supplies	\$500	\$520
Conferences/travel	<u>\$1,000</u>	<u>\$1,040</u>
<b>Sub-total program expenses</b>	<b>\$12,670</b>	<b>\$13,177</b>
Estimated annual contract cost to Contractor Based on historical volume as provided by Contract REVISION: Years 2 and 3 no longer include escalator of 4%, rather show 12.5% reduction. See Note 2 below.	<u>\$32,709</u>	<u>\$32,709</u>
<b>TOTAL program costs</b>	<b><u>\$45,379</u></b>	<b><u>\$45,886</u></b>

#### Notes:

- Budget assumes that administrative functions for program are absorbed by another County employee with allocation of salary made to the program.
- In second and third years the annual contract cost of Contractor is reduced by 12.5% based on conversation with Todd Harland. Current pull rate is \$395.00, to be reduced to \$345.00. This represents a 12.5% reduction.
- The expenses of the program assume the same 4% increase (for inflation).
- Based on the annual \$12 fee for 2010, and assuming that the current year contract cost, as per historical volume is no more than \$37,382, a fund balance after 12/2010 will be approximately \$7,462.
- Based on current participants, representing 3,732 improved parcels annual fees of \$12 and \$13 will generate the following revenue:
 

\$12	\$44,784
\$13	\$48,516

Scenario 1 assumes \$12 annual fee the first year, and \$13 annual fee the second and third years)  
Scenario 2 assumes \$12 annual fee for all three years.
- Budget assumes no change in participants

### Cash Flow of Recycling Program - Scenario 1

	Year 1	Year 2	Year 3
Income as per P. A. 69 (Year 1: \$12 annually x 3,732 improved parcels) (Years 2 & 3: \$13 annually x 3,732 improved parcels)	<u>\$44,844</u>	<u>\$48,516</u>	<u>\$48,516</u>
<b>Sub-total program revenue</b>	<b><u>\$44,844</u></b>	<b><u>\$48,516</u></b>	<b><u>\$48,516</u></b>
Less estimated TOTAL program costs	<u>-\$37,382</u>	<u>-\$45,379</u>	<u>-\$45,886</u>
<b>Net revenue</b>	<b>\$7,462</b>	<b>\$3,137</b>	<b>\$2,630</b>
<b>FUND BALANCE</b>	<b>\$7,462</b>	<b>\$10,599</b>	<b>\$13,229</b>

### Cash Flow of Recycling Program - Scenario 2

	Year 1	Year 2	Year 3
Income as per P. A. 69 (Years 1-3: \$12 annually x 3,732 improved parcels)	<u>\$44,844</u>	<u>\$44,844</u>	<u>\$44,844</u>
<b>Sub-total program revenue</b>	<b><u>\$44,844</u></b>	<b><u>\$44,844</u></b>	<b><u>\$44,844</u></b>
Less estimated TOTAL program costs	<u>-\$37,382</u>	<u>-\$45,379</u>	<u>-\$45,886</u>
<b>Net revenue</b>	<b><u>\$7,462</u></b>	<b><u>-\$535</u></b>	<b><u>-\$1,042</u></b>
<b>FUND BALANCE</b>	<b>\$7,462</b>	<b>\$6,927</b>	<b>\$5,885</b>





# District Health Department #10

Strong Communities Through Healthy People

(APPENDIX D)

August 27, 2010

Mr. Tom Kaminski  
County Administrator  
Manistee County Courthouse  
415 Third Street  
Manistee, MI 49660

RECEIVED  
SEP 01 2010

Dear Mr. Kaminski:

Two copies of an updated lease agreement for public health space in your county are attached. These agreements were put in place in 2003 to recognize the value of space the county provides to public health. The value of space has been at \$17 since its inception and I am recommending the value increase to \$18.50. If the agreement is acceptable, please sign both copies, keep one for your files and return the other one. A self addressed envelope is included for your convenience.

The Health Department does recognize the value of space in our budget.

Should you have any questions, please feel free to contact me at 231-902-8530 or e-mail [lvangills@dhd10.org](mailto:lvangills@dhd10.org) or Christine Lopez at 231-355-7522 or e-mail [clopez@dhd10.org](mailto:clopez@dhd10.org)

Sincerely,

Linda VanGills, MA  
Health Officer

CC: BOH Member and alternate for that county  
Christine Lopez, Administrative Services Director

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## LEASE AGREEMENT

### **SECTION 1 - PARTIES:**

THIS LEASE, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the COUNTY OF MANISTEE, a public agency of the State of Michigan, whose principal place of business located at 415 Third Street, Manistee, MI 49660, (hereinafter referred to as the "Lessor") and the DISTRICT HEALTH DEPARTMENT #10, a public agency of the State of Michigan (hereinafter referred to as the "Lessee").

### **SECTION 2 - PREMISES:**

The Lessor, in consideration of the covenants, conditions, agreements and stipulations of the Lessee hereinafter expressed, does hereby demise and lease to the Lessee, and the Lessee does hereby take and hire from the Lessor the premises, situated in the Manistee County Services Building at 385 Third Street, Manistee, MI 49660, consisting of approximately 5,400 square feet of office space area, with the specific locations within the building to be designated by the Lessor.

### **SECTION 3 - TERM AND USE:**

The Lessor hereby leases unto Lessee the above-described premises for a term commencing on the 1<sup>st</sup> day of October, 2010, and terminating on the 30<sup>th</sup> day of September, 2011. The premises shall be used by the Lessee, exclusively for the District Health Department programs.

### **SECTION 4 - TERMINATION PROVISION:**

Either the Lessor or the Lessee shall have the right to terminate this Lease at any time during the original term or any extended term by providing to the other party sixty (60) days' advance written notice of the termination.

### **SECTION 5 - RENTS:**

The Lessee and Lessor agree the value of rent for office space is \$18.50 per square foot.

### **SECTION 6 - OPTION TO RENEW TERM:**

The Lessee shall have the right at its option to extend the term of this Lease for additional one (1) year periods from the termination date of the original term or any extended term. This option shall be exercised by written notice to the Lessor, given not less than sixty (60) days prior to the expiration date of the original term stating the length of time in which the Lease's term shall be extended. If the Lessee extends the term of this Lease by exercise of its option to renew,

all terms and conditions set forth in this Lease shall remain in full force, including expressly the right of either party to terminate the lease as provided in Section 4 above.

**SECTION 7 - UTILITIES, MAINTENANCE, REPAIRS AND JANITORIAL SERVICES:**

The Lessor shall maintain the lease premises in good repair, and shall provide utilities such as heat, air, water, and electricity for the premises during the term of this Lease. The Lessor agrees to make and pay for all maintenance and repairs to the lease premises including, but not limited to, heating-cooling system, electrical, plumbing, sewerage, and structural defects.

**SECTION 8 - MEDICAL WASTE, TRASH:**

The Lessee shall not dispose in trash containers to be emptied by Lessor's janitors any hypodermic needles, syringes, drugs, contaminated or poisonous materials. All such materials shall be placed in separate secure containers and be disposed of by the Lessee at locations other than Lessor's property.

**SECTION 9 - ALTERATIONS AND SURRENDER OF DEMISED PREMISES:**

The Lessee covenants and agrees that it will make no structural change or major alteration without the Lessor's consent, and that it will not, in any manner, deface or injure the demised premises or any part thereof, and that it will return said premises peaceably and promptly to the Lessor at the end of the term of this Lease, or at any early termination thereof, in as good condition as the same were in when Lessee initially occupied the demised premises, ordinary wear and tear expected.

**SECTION 10 - FIXTURES AND PERSONAL PROPERTY:**

Any trade fixtures, equipment and other property installed in or attached to the demised premises by or at the expense of the Lessee shall remain the property of the Lessee. The Lessor agrees that the Lessee shall have the right to remove any and all of its trade fixtures, equipment and other property provided, however, that in the event of such removal Lessee shall restore the demised premises to substantially the same condition in which the premises were in, ordinary wear and tear and alterations/improvements approved by the Lessor excepted.

**SECTION 11 - ABANDONED PROPERTY:**

In the event Lessee shall abandon the demised premises and leave on said premises any personal property, the Lessor shall notify the Lessee in writing of such abandoned property, and afford the Lessee thirty (30) days from the date the Lessee received such notice to claim and remove the abandoned property within the above-stated time period, the Lessor shall have the absolute right to remove said personal property from the premises and dispose of it in any way Lessor deems reasonable.

**SECTION 12 - INSPECTION:**

The Lessor shall have the right at all reasonable times to inspect the interior of the demised premises and to perform any and all repairs necessarily required of the Lessor, and to periodically assess the condition of said premises.

**SECTION 13 - SUBLETTING, ASSIGNING:**

The Lessee shall not sublet the demised premises, or in any manner assign or transfer this lease, or grant any right or license to any other individual or organization for the use of the premises without express written consent of the Lessor. Any authorized subletting of this Lease shall in no way release the Lessee from its responsibilities or covenants herein.

**SECTION 14 - TAXES:**

The Lessor is exempt from all real estate taxes for the demised premises as the public entity. As a public agency, it is Lessor's understanding that Lessee's personal property is exempt from taxes by law. In the event any such personal property become subject to taxation, Lessor shall be notified of the same.

**SECTION 15 - INSURANCE AND WAIVER OF SUBROGATION:**

A. Lessee shall acquire and maintain at its own expense adequate public liability insurance or self-insurance for the lease premises on a comprehensive general liability form during the entire lease term. The Lessee's Comprehensive General Liability Insurance shall cover all its operations including the occupancy and/or use of the lease premises and the common areas of the Lessor's property of which the lease premises are a part including, but not limited to, driveways, parking lots, sidewalks, hallways, stairways, elevators, restrooms, etc. The limits of liability of such liability insurance shall be not less than \$5,000,000.00 per occurrence, and/or aggregate, combined single limit for personal injury, bodily injury, and property damage. Coverage shall include the following extensions (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Per contract aggregate. It is understood and agreed that the following shall be Additional Insured on the Lessee's liability insurance coverage: the County of Wexford, including all the County of Wexford elected and appointed officials, all employees and volunteers. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.

B. Lessor shall acquire and maintain adequate insurance covering the full replacement cost of the leased premises against fire, vandalism, and the extended coverage perils for the buildings.

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C. Lessee shall, prior to the commencement of the lease term, furnish to Lessor copies of policies evidencing coverage under Paragraph A above. All such policies shall state that such insurance coverage may not be changed or canceled without at least thirty (30) days' written notice to Lessor and Lessee.

If any of the insurance coverages expire during the term of this lease, the party's whose coverage has expired shall deliver renewal certificates and/or policies to the other party at least ten (10) days prior to the expiration date.

D. To the extent permitted by law, the Lessor hereby releases Lessee, its elected and appointed officials, employees and volunteers and others working on behalf of the Lessee from any and all liability or responsibility to the Lessor or anyone claiming through or under the Lessor by way of subrogation or otherwise, for loss or damage to property caused by fire or any other casualty to the extent covered by property insurance obtained and/or maintained by the Lessor pursuant to this lease, even if such fire or other casualty shall have been caused by the fault or negligence of Lessee, its elected or appointed officials, employees or volunteers or others working on behalf of Lessee. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Lessee's occupancy or use, and Lessor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Lessor to recover thereunder.

The Lessor agrees that its policies will include such a clause or endorsement.

E. To the extent permitted by law, the Lessee hereby releases the Lessor, its elected and appointed officials, employees and volunteers and others working on behalf of the Lessor from any and all liability or responsibility to the Lessee or anyone claiming through or under the Lessee by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the Lessor, its elected or appointed officials, employees or volunteers or others working on behalf of the Lessor, including, but not limited to, any loss of office furniture, trade fixtures, office equipment, supplies, and all other items of Lessee's property on the lease premises due to fire, vandalism, or other perils. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Lessee's occupancy or use, and Lessee's policies or insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Lessee to recover thereunder.

The Lessee agrees that its policies will include such a clause or endorsement.

#### **SECTION 16 - DAMAGE BY FIRE OR OTHER HAZARD:**

If the demised premises or the building containing the same is damaged or destroyed by fire or other cause, then Lessor, with due diligence, shall repair and restore said building and premises to their condition immediately prior to such damage or destruction; and the fixed rents

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shall abate proportionately according to the extent that the occupancy and use of the premises is affected. Provided, however, that in the event the demised premises are completely destroyed or damaged and not to be useable by the Lessee for the purposes herein provided, or if Lessor determines the reconstruction or repair is not practicable, then this Lease may be terminated by either party hereto by serving thirty (30) days' written notice upon the other, and fixed rents shall abate during the time period that the tenancy of the demised premises is affected.

#### **SECTION 17 - DEFAULT:**

If the Lessee shall default in fulfilling any covenant or condition of this Lease, Lessor may give Lessee fourteen (14) days notice of intention to terminate this Lease and, at the expiration of said fourteen (14) days, the Lessee will then surrender the premises to Lessor according to the laws of the State of Michigan, and shall pay the Lessor all rents due and owing as of the effective date of termination.

#### **SECTION 18 - NOTICES:**

Wherever in this Lease, it shall be required or permitted that notice or demand be given or serviced by either party to this Lease, such notice or demand shall be given in writing and forwarded by first class mail, with postage prepaid, addressed as follows:

To the Lessor at:                      County of Manistee  
   415 Third Street  
   Manistee, MI 49660

To the Lessee at:                      District Health Department #10  
   1049 Newell, PO Box 850  
   White Cloud, MI 49349

Such addresses may be changed from time to time by either party by serving notices as above provided.

#### **SECTION 19 - OBLIGATIONS OF SUCCESSORS:**

The Lessor and the Lessee agree that all the provisions of this Lease shall bind and be to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

#### **SECTION 20 - EFFECT OF PARTIAL INVALIDITY:**

If any provision of this Lease is held to be invalid it shall be considered to be deleted and the remainder of this Lease shall not be affected thereby. Where the deletion of the invalid

provision would result in the illegality and/or unenforceability of this Lease, this Lease shall be considered to have terminated as of the date in which the provision was declared invalid.

**SECTION 21 - EMINENT DOMAIN:**

If the leased property is taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on that part taken on the day possession is taken.

**SECTION 22 - PARKING:**

The Lessor grants the Lessee, its invitees, patients and general public, together with and subject to the same rights also retained by Lessor, the right to use the parking area adjacent to the leased premises.

**SECTION 23 - HEADING OF SECTIONS:**

The headings of the sections of this Lease are for convenience only, and do not define, limit or construe the contents.

**SECTION 24 - WAIVERS:**

No failure or delay on the part of either of the parties to this Lease in exercising any right, power or privilege set forth herein shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

**SECTION 25 - AMENDMENTS:**

Modification, amendments, or waivers or any provision of this Lease may be made only by the written mutual consent of the parties hereto.

**SECTION 26 - COMPLETE LEASE:**

This Lease and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, regarding the subject matter of this Lease or any part thereof shall have any validity or bind any of the parties hereto.

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**SECTION 27 - CERTIFICATION OF AUTHORITY TO SIGN LEASE:**

The persons signing on behalf of the Lessor and Lessee certify by their signatures that they are authorized to sign this Lease on behalf of said parties and that this Lease has been authorized by said parties.

**IN WITNESS WHEREOF**, the authorized representatives of the parties to this Lease have fully signed this instrument on the day and year first above written.

**WITNESSED BY:**

**LESSOR:  
COUNTY OF MANISTEE**

\_\_\_\_\_  
Date By: \_\_\_\_\_, Chairperson

**LESSEE:  
DISTRICT HEALTH DEPARTMENT  
#10, BOARD OF HEALTH**

Christine Lopez 8-27-2010 By: Evelyn Kolbe  
Date Evelyn Kolbe, Chairperson